

THE ROOT FAMILY IRREVOCABLE TRUST

Schedule A

ARLENE M. GEER and KATHY G. ROOT, as Settlers hereby, transfer the following described property to THOMAS J. STOLL, and his successor or successors, as Trustee, to be held in trust in accordance with the terms of THE ROOT FAMILY IRREVOCABLE TRUST created by agreement of even date herewith, said conveyance to be effective only upon approval of the Federal Communications Commission:

One Hundred Eighty Three (183) Shares of Voting Common Stock
in The Petroleum V. Nasby Corporation, an Ohio corporation.

One Dollar (\$1.00)

Each Beneficiary has the following interest in the corpus and income of the Trust:

Thomas P.J. Root, Date of Birth August 23, 1981: 27.2%

Leslie J.L. Root, Date of Birth August 23, 1984: 27.2%

Travis S.C. Root, Date of Birth December 4, 1987: 27.2%

Kathy G. Root, Date of Birth September 4, 1953: 18.3%



KATHY G. ROOT, Settlor



ARLENE M. GEER, Settlor

GEORGE COOK
FORD
ATTORNEY AT LAW
9 WHITTLESEY
AVENUE
NORWALK, OHIO
44857
(419) 666-7828

PVN Ex. 7

TESTIMONY OF ARLENE M. GEER

1. My name is Arlene M. Geer and I reside in Norwalk, Ohio. As Trustee of The Thomas P. J. Root Trust (25 shares), The Leslie J. L. Root Trust (25 shares) and The Travis S. C. Root Trust (50 shares), I am empowered to vote 100 shares of stock collectively held by the trusts in The Petroleum V. Nasby Corporation ("Nasby"), licensee of Station WSWR(FM) ("WSWR(FM)"), Shelby, Ohio. Thomas P. J. Root, Leslie J. L. Root and Travis S. C. Root are my grandchildren, the minor children of my daughter, Kathy G. Root, and my son-in-law, Thomas L. Root.

2. Based upon my best recollection, I was requested by Kathy G. Root in late 1986 to serve as the trustee of trusts my daughter and son-in-law intended to establish on behalf of Thomas P. J. Root and Leslie J. L. Root, the only children born at that time to my daughter and son-in-law. It was my understanding from my daughter that she and my son-in-law were establishing the trusts as part of their estate planning in order to facilitate the trustee to use the assets in the trust primarily but not exclusively for the children's education. I agreed to serve as trustee and executed three trusts on or about December 31, 1987, the third trust having been established for my grandson Travis S. C. Root, who was born earlier in the month.

3. While I cannot recall the specific date, I was provided with three stock certificates issued by Nasby in the name of the trusts. I have retained the stock certificates for safekeeping. At no time, then or since, did I ever discuss, agree or have an

understanding with my daughter or my son-in-law, that the stock held in trust for the children would be subject to the influence or control of my daughter or my son-in-law, then, now or in the future. Nor has there been any attempt by my daughter or my son-in-law to exercise or exert any control over the stock held in trust for the benefit of my grandchildren from the time the stock certificates were issued by Nasby, up to and including the present day.

4. As Trustee of 100 shares of Nasby stock, I receive each year annual shareholder meeting notices and proxy forms from Timothy J. Moore, President of Nasby and General Manager of Station WSWR(FM). I have never attended a Nasby annual shareholders' meeting. I can confirm that I executed proxy forms for the years 1990 through 1996, appointing Timothy J. Moore proxy for all years, with the exception of 1992 when I appointed my daughter proxy as she was planning to attend the annual meeting in person. When the notices arrive each year, I have from time to time contacted my daughter to ascertain whether she planned to attend the shareholders' meeting. I have also inquired of her as to what goes on at a shareholders' meeting and she informed me that it was primarily used to elect directors for the coming year and that to do so a sufficient number of shareholders are required to attend in person or send in their proxy so that the meeting and election can be properly held.

5. On limited occasions I have been contacted by communications counsel for Nasby concerning matters which have been

the subject of the hearing proceeding. Other than as described in the preceding paragraphs, I have had no involvement in the affairs of Nasby including no involvement in the day-to-day operations and management of the station.

6. In order to bring an earlier conclusion of the instant hearing proceeding and to satisfy concerns of the Federal Communications Commission ("FCC") concerning any potential influence by Thomas L. Root on Nasby's affairs by virtue of the Nasby stock I hold in trust for the benefit of Kathy G. and Thomas L. Root's children, I have agreed to assign the Nasby stock held in trust to The Root Family Irrevocable Trust ("Root Irrevocable Trust"), subject to the approval of the FCC. Communications counsel for Nasby has informed me that a copy of the Root Irrevocable Trust is being submitted contemporaneously with my testimony as Appendix D to the Testimony of Kathy G. Root. The Root Irrevocable Trust will be managed by Thomas J. Stoll, Esquire, an independent individual, with whom I am not related nor have had any business relationship. The Root Irrevocable Trust provides that the Trustee shall be vested solely with all voting rights and further prohibits the Trustee from selling or otherwise conveying any of the Broadcast Stock to my daughter and my son-in-law, my grandchildren, and to me or any member of the immediate family of any of the foregoing or from disclosing any information relating to the Broadcast Stock to any of the foregoing (see ¶ EIGHTH, pages 6-7 of Root Irrevocable Trust). Upon execution of the Root Irrevocable Trust by the Trustee, subject to the approval of the

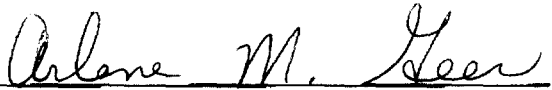
- 4 -

FCC, I, as well as my daughter, my son-in-law, my grandchildren and any other member of my immediate family, will be prohibited from exercising any influence or control over any Broadcast Stock held by the Root Irrevocable Trust.

* * * * *

DECLARATION OF ARLENE M. GEER

The foregoing testimony is made under penalty of perjury and is true and correct to the best of my knowledge.


Arlene M. Geer

Dated: July 30, 1996

PVN Ex. 8

TESTIMONY OF JOANNE L. ROOT

1. My name is Joanne L. Root and I reside in Plymouth, Ohio. I am a shareholder of The Petroleum V. Nasby Corporation ("Nasby"), licensee of Station WSWR(FM) ("WSWR(FM)"), Shelby, Ohio. I own 15 shares of Nasby stock in my own name, and with my spouse, Thomas F. Root, we own 75.25 shares, as joint owners. My spouse individually owns five (5) shares of Nasby stock. Seventy and 25/100th shares of the Nasby stock my spouse and I own is being transferred, subject to FCC approval, to the law firm of Ginsburg, Feldman & Bress, Chartered, the circumstances of which, are discussed below. For the years 1990 until July 2, 1996, I served as a member of the three-person Board of Directors of Nasby, and as Secretary of Nasby.

2. My spouse and I have been minority shareholders in Nasby since 1979, prior to Station WSWR(FM) going on the air in December 1981. Sometime in 1990, I cannot recall the specific date, I was asked by my son-in-law, Timothy J. Moore, the President of Nasby and Station WSWR's General Manager, if I would consider serving as a director of Nasby and as Secretary of Nasby. I am not employed outside the home and have been active in community and civic activities my entire life. I have viewed my ownership in Station WSWR(FM) as a contribution in support of a community activity, as Station WSWR(FM) is owned by several other local residents active in community and civic affairs in Shelby, Ohio and its neighboring communities, including Plymouth, where I reside. When Tim indicated that Nasby needed to fill these positions as a result of

the resignations from those positions by my son, Thomas L. Root, I indicated that I would fill the positions if Nasby needed my help. I was not informed by Tim Moore nor my son, Thomas L. Root, or anyone else for that matter as to the reasons my son resigned from the corporate positions he held with Nasby.

3. Before I became a member of the Nasby Board and Secretary, my involvement with Nasby was limited to the receipt of shareholder notices and proxy forms which I would complete from time to time appointing Tim Moore as proxy, in addition to attending shareholder meetings if I was able to attend. Upon my becoming a member of the Board and Secretary, my involvement increased only slightly. I attended board meetings in addition to the shareholder meetings and I reviewed and signed the shareholder and board meeting minutes which Tim prepared for my review. Other than attending the annual meetings, which meetings were generally limited to the election of officers and directors for the next year, and the contacts I received from communications counsel for Nasby relative to matters involved in the instant hearing proceeding, I have had no other involvement with the affairs of Nasby. I do listen to WSWR(FM) and I am generally aware from Tim of some of the activities WSWR(FM) is involved in, however, I have not and am not involved in any way in the day-to-day operations and management of Station WSWR(FM).

4. The circumstances surrounding the purchase of 70.25 shares of Nasby stock from my son, Thomas L. Root, are as follows, based upon my best recollection: I was generally aware of financial problems my son was experiencing in Washington, D.C. where he

maintained his law practice and where he resided in nearby Virginia, as my spouse and I gave Tom \$28,000, in June, 1989, for obligations on his airplane and other financial obligations. In return, my spouse and I purchased 70.25 shares of Nasby stock which Tom owned. Attached as Appendix A is a copy of the letter of understanding we had with our son. Communications counsel for Nasby has informed me that a copy of this letter was included in the first of Nasby's transfer of control applications, received into the record evidence of this proceeding as MMB Ex. 11 (at p. 17). As the letter states, and as is the case, there was never any agreement between our son, and my spouse and I, that the 70.25 shares of Nasby stock would be sold back to our son should he make us an offer. Nor was an offer ever made to my spouse and me by our son to repurchase the 70.25 shares of Nasby stock.

5. Several months later, I cannot specifically recall the date, my spouse and I were informed by our son that he was experiencing additional financial problems. This occurred sometime after my son's airplane crash in July, 1989. My son informed my spouse and me that he needed money to pay attorney fees for legal problems he was experiencing, the specific nature of which I was not informed nor aware. Much later I learned that the legal representation related to matters involving clients he had represented in his law practice. I do not recall at what point in time I was made aware that the legal problems my son was experiencing could lead to criminal prosecution and ultimately incarceration in a federal correctional institution.

6. My spouse and I subsequently agreed to pledge 70.25 shares of the Nasby stock we owned jointly to the law firm of Ginsburg, Feldman & Bress Chartered ("Ginsburg") of Washington, D.C. so as to facilitate their continuing representation of our son. The Pledge Agreement and an amendment thereto was included in the second of the Nasby transfer of control applications which communications counsel for Nasby informs me is included in the record evidence as MMB Ex. 12 (at pp. 5-22). At some point, our son apparently was unable to pay for the legal services provided by the Ginsburg firm and the law firm exercised rights under the Pledge Agreement to obtain the stock we pledged on behalf of our son. While we pledged the stock in order to facilitate the continued legal representation of our son with the Ginsburg law firm, at all times since the purchase of that stock in June, 1989, my spouse and I have retained all voting rights, free and clear from any potential influence or control from my son and the Ginsburg law firm for that matter.

7. To be quite frank, throughout this entire period, my spouse and I were primarily concerned about our son's health and recovery following the airplane crash and later his criminal prosecution, matters not remotely related to Nasby and Station WSWR(FM). Sometime later, however, I was informed by Tim Moore that the grant of the license renewal of Station WSWR(FM) was rescinded by the Federal Communications Commission ("FCC") due to apparent concerns the FCC had with respect to Tom's prior ownership and positions with Nasby as a result of the legal problems he was experiencing.

8. Since I have held stock in Nasby, including the period when Timothy J. Moore initially asked me to serve as Secretary and a director of Nasby, which positions I was reelected to each year by all Nasby shareholders and directors who voted in such elections, including the annual meetings held in May, 1996, I have never discussed, agreed or had an understanding with anyone, including but not limited to, my son, Thomas L. Root, that the Nasby stock I owned, individually or with my spouse, or the officer/director positions that I held with Nasby, would be subject to the influence or control of my son, Thomas L. Root, his spouse, Kathy G. Root, or Kathy G. Root's mother, Arlene M. Geer, who is the Trustee of the trusts which were established for the benefit of my grandchildren, Thomas P. J. Root, Leslie J. L. Root and Travis S. C. Root, then, now or in the future. Nor has there been any attempt by my son, Thomas L. Root, or my daughter-in-law, Kathy G. Root, or her mother, Arlene M. Geer, or anyone else, to exercise or exert any control over the Nasby stock I own individually, and with my spouse, or over me in connection with the positions I formerly held with Nasby, up to and including the present day.

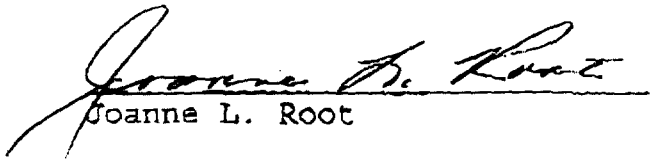
9. In order to bring to an earlier conclusion the instant hearing proceeding and to satisfy lingering concerns of the FCC concerning any potential influence by Thomas L. Root on Nasby's affairs by virtue of the positions I held as a director and Secretary of Nasby, I voluntarily resigned from these positions, effective July 2, 1996. I have done so in the interest of removing any potential concern the FCC may have, however, I have at all

times acted properly and responsibly in the execution of my fiduciary responsibilities to Nasby and its shareholders. Moreover, with respect to the Nasby stock I will continue to own individually (15 shares), or with my spouse (5 shares), as well as my spouse's stock (5 shares), my spouse and I have voluntarily amended our existing wills, which previously made no specific bequest of our Nasby stock, to specifically exclude Thomas L. Root, and any member of his immediate family from owning such shares upon my death or the death of my spouse. Our existing stock ownership, ultimately consisting of 25 shares out of a total of 500 shares of Nasby stock, is also subject to a restrictive legend consistent with the codicil to our wills, prohibiting the transfer or conveyance of any Nasby stock my spouse and I now own or later acquire, to Thomas L. Root, or any members of his immediate family.

* * * * *

DECLARATION OF JOANNE L. ROOT

The foregoing testimony is made under penalty of perjury and is true and correct to the best of my knowledge.


Joanne L. Root

Dated: August 2, 1996

Appendix A

THOMAS L. ROOT, P. C.

ATTORNEYS AT LAW
2021 L STREET N.W., SUITE 750
WASHINGTON, D.C. 20036

TELEPHONE (202) 887-0224

TELECOPIER: (202) 785-1792

June 23, 1989

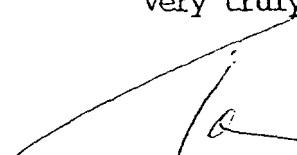
Mr. Thomas F. Root
118 Plymouth Street
Plymouth, Ohio 44865

Dear Dad:

You and Mom have agreed to provide me with \$28,000 which I need to meet obligations on the plane and for other matters. Because you do not want to make this as a loan, but you are interested in purchasing additional radio station stock, I enclose a new stock certificate made out to you for 70.25 shares. These shares belong to me, and I will sell them to you in exchange for the money you have provided pursuant to your agreement (\$5,000) and the money you will yet provide (\$23,000).

Radio station stock has been trading at about \$400 per share, meaning that the enclosed stock is worth about the \$28,000 you are paying. I hope someday to be in a position to offer to repurchase it from you, but I understand that we have no agreement that you will sell to me in the event that I make an offer.

Very truly yours,



Thomas L. Root

Enclosure

$$\max_{\theta \in \Theta} \mathbb{E}_{\theta}[\log \pi(\theta)] = \mathbb{E}_{\theta^*}[\log \pi(\theta^*)]$$

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Wiley 100

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Figure 3

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PVN Ex. 9

TESTIMONY OF TIMOTHY J. MOORE

1. My name is Timothy J. Moore and I reside in Plymouth, Ohio. I am President of The Petroleum V. Nasby Corporation ("Nasby"), licensee of Station WSWR(FM) ("WSWR(FM)"), Shelby, Ohio, of which I am the General Manager. I have reviewed the direct testimony (PVN Ex. 1) I provided in November, 1993 in the instant hearing proceeding and with the exception of my age, the substance of that testimony remains true and correct.

2. As I previously testified, from time to time, as President of Nasby, I have signed stock certificates issued to Nasby shareholders, including those certificates I was requested by Thomas L. Root, then communications and corporate counsel to Nasby, to sign with respect to the stock transactions which occurred in May and June 1989. I was not advised by Thomas L. Root that prior FCC approval was required in connection with these transactions and I did not become aware that prior FCC approval may have been required with respect to the cumulative stock transactions until informed by current communications counsel for Nasby in the fall of 1992.

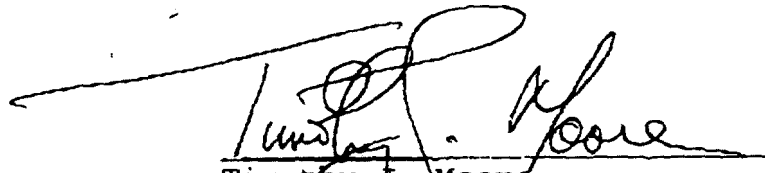
3. In the interest of bringing the instant hearing proceeding to an earlier conclusion, Nasby has entered into an Agreement with Joanne L. Root and Thomas F. Root wherein they have agreed to the imposition of a restrictive legend on their Nasby stock certificates. The restriction prohibits any conveyance or transfer of Nasby stock they currently own or later acquire, to Thomas L. Root, or members of his immediate family. A copy of this Agreement

is attached hereto as Appendix A, page 1. A restrictive legend will also be imposed by Nasby on the Nasby stock proposed to be transferred by Kathy G. Root, and Arlene M. Geer, as Trustee on behalf of the minor children of Thomas L. and Kathy G. Root, to Thomas J. Stoll, Esquire, Trustee under The Root Family Irrevocable Trust. The restriction prohibits the transfer or conveyance of any Nasby shares to Thomas L. Root, Kathy G. Root or Arlene M. Geer, or any members of their immediate families. The text of this legend is included at page 2 of Appendix A hereto.

* * * * *

DECLARATION OF TIMOTHY J. MOORE

The foregoing testimony is made under penalty of perjury and
is true and correct to the best of my knowledge.


Timothy J. Moore
Dated: August 2, 1996

Appendix A

AGREEMENT

AGREEMENT, made and entered into as of July 30, 1996,
by and between Joanne L. Root, Thomas F. Root, and the Petroleum
V. Nasby Corporation ("Nasby"):

In consideration for the payment of \$10.00 cash to the
undersigned by Nasby, the parties hereto agree as follows:

For so long as Nasby holds any licenses for a broadcast
station issued by the Federal Communication Commission, any
shares of Capital Stock of Nasby now or hereafter
beneficially owned by the undersigned ("Shares") may not be
sold, devised, given, conveyed, or assigned to Thomas L.
Root, the spouse of Thomas L. Root, or any offspring of
Thomas L. Root. Nasby may place or cause to be placed a
legend on any Shares subject to this Agreement reflecting
the restrictions set forth in the Agreement, and may permit
the inspection of this Agreement by any prospective
transferee of the Shares.

IN WITNESS WHEREOF, the individuals named below have
hereunto set his and her hand and Nasby has caused this Agreement
to be duly executed as of the day and year first above written.


Joanne L. Root


Thomas F. Root

THE PETROLEUM V. NASBY CORPORATION

By: 

Timothy J. Moore, President

MEMORANDUM

To: Transfer Records File
 The Petroleum V. Nasby Corporation

From: Timothy J. Moore

Date: July 30, 1996

Re: Legends on Certain Stock Certificates

The following form of legend must be placed upon each certificate representing shares of Capital Stock of the Petroleum V. Nasby Corporation, an Ohio corporation, issued or reissued in the registered name of Thomas J. Stoll, Esquire, Trustee under The Root Family Irrevocable Trust dated July __, 1996, any successor Trustee under such Trust, or nominee therefor:

The shares of Capital Stock represented by this certificate (the "Shares") are subject to certain restrictions on transfer, as set forth in The Root Family Irrevocable Trust dated July __, 1996 (the "Trust"), for so long as the Corporation holds any licenses for a broadcast station issued by the Federal Communication Commission (the "FCC"). Among these restrictions, the Trustee is prohibited from distributing the Shares to any estate or person without prior written approval of the FCC, and prohibited from selling, devising, giving, conveying, or assigning the Shares to any beneficiary or settlor of the Trust, to Thomas L. Root, or to any member of the immediate family of any of the foregoing. A copy of the Trust instrument may be inspected at the offices of the Corporation by any prospective transferee of the Shares.

The following form of legend must be placed upon each certificate representing shares of Capital Stock of the Petroleum V. Nasby Corporation, an Ohio corporation, issued or reissued in the registered name of Joanne L. Root or Thomas F. Root, or any a nominee therefor:

The shares of Capital Stock represented by this certificate (the "Shares") are subject to certain restrictions, for so long as the Corporation holds any licenses for a broadcast station issued by the Federal Communication Commission, on transfer pursuant to an Agreement, dated July __, 1996, by and between the registered owner hereof and the Corporation. Pursuant to such Agreement, the Shares may not be sold, devised, given, conveyed, or assigned to Thomas L. Root, the spouse of Thomas L. Root, or any offspring of Thomas L. Root. A copy of said Agreement may be inspected at the offices of the Corporation by any prospective transferee of the Shares.

CERTIFICATE OF SERVICE

Ann C. Farhat, a member of the firm of Bechtel & Cole Chartered, certifies that on August 2, 1996, she caused copies of the foregoing Motion for Summary Decision to be served by hand on the following individuals:

The Honorable Edward Luton
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W., Room 225
Washington, D.C. 20554

James Shook, Esquire
Enforcement Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 8210
Washington, D.C. 20554



Ann C. Farhat